

1 Jason J. Kim (SBN 221476)  
kimj@hunton.com  
2 **HUNTON & WILLIAMS LLP**  
550 South Hope Street, Suite 2000  
3 Los Angeles, CA 90071-2627  
Telephone: (213) 532-2000  
4 Facsimile: (213) 532-2020

5 Brian V. Otero (admitted *pro hac vice*)  
Stephen R. Blacklocks (admitted *pro hac vice*)  
6 Ryan A. Becker (admitted *pro hac vice*)  
**HUNTON & WILLIAMS LLP**  
200 Park Avenue, 52<sup>nd</sup> Floor  
7 New York, NY 10166  
Telephone: (212) 309-1000  
8 Facsimile: (212) 309-1100

9 Attorneys for Defendants  
10 OCWEN LOAN SERVICING LLC and  
11 LITTON LOAN SERVICING, LP

12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**  
14 **SAN FRANCISCO DIVISION**

15 MARGO PERRYMAN on behalf of  
16 herself and all others similarly situated,

17 Plaintiff

18 v.

19 LITTON LOAN SERVICING, LP;  
20 OCWEN LOAN SERVICING LLC;  
21 SOUTHWEST BUSINESS  
22 CORPORATION; AMERICAN  
23 SECURITY INSURANCE  
24 COMPANY; AMERICAN MODERN  
25 HOME INSURANCE COMPANY;  
26 ALTISOURCE PORTFOLIO  
27 SOLUTIONS, S.A., BELTLINE  
28 ROAD INSURANCE AGENCY, INC.,  
and DOES 4-100,

Defendants.

Case No.: 3:14-CV-02261-JST

**FURTHER STIPULATION PURSUANT  
TO CIVIL L.R. 6-2 TO MODIFY  
BRIEFING SCHEDULE ON  
DEFENDANT OCWEN LOAN  
SERVICING, LLC'S MOTION  
FOR STAY AS TO CLAIMS AGAINST  
IT AND ~~PROPOSED~~ ORDER**

[Amended Complaint Filed: Oct. 21, 2014]

Pursuant to Civil L.R. 6-1(b), 6-2, and 7-12, Plaintiff Margo Perryman (“Plaintiff”) and Defendant Ocwen Loan Servicing, LLC (“Ocwen”), through their respective attorneys, stipulate as follows:

WHEREAS, on November 21, 2014, Ocwen filed and served its Motion for Stay as to Claims Against It [Docket Entry No. 135] (“Motion to Stay”);

WHEREAS, Ocwen’s Motion to Stay is based on a proposed settlement in the matter of Lee v. Ocwen Loan Servicing, LLC, et al. (S.D. Fla.);

WHEREAS, Plaintiff and Ocwen previously stipulated to a briefing schedule that would allow Plaintiff to have access to the Lee settlement agreement for one week before being required to file her response to the Motion to Stay;

WHEREAS, the stipulated briefing schedule was so ordered by the Court on November 26, 2014 [Docket Entry No. 139];

WHEREAS, the parties in Lee moved the district court on December 4, 2014 to extend the time to execute the settlement agreement and for Plaintiffs to move for preliminary approval of the Lee settlement until December 18, 2014;

WHEREAS, the Lee court entered an order on December 5, 2014, granting the motion and extending the time for the parties to execute the settlement agreement and for Plaintiffs to file the motion for preliminary approval until December 18, 2014, at which time the Lee settlement agreement will become publicly available;

WHEREAS, in light of the extension of time in Lee, the current briefing schedule will not accommodate the parties’ agreement to allow Plaintiff to have access to the Lee settlement agreement before being required to file her response to the Motion to Stay;

WHEREAS, the parties agree to further modify the briefing schedule and hearing date for Ocwen’s Motion to Stay to allow Plaintiff to have access to the Lee settlement agreement before being required to file her response to the Motion to Stay; and

WHEREAS, this stipulation only applies to the briefing schedule and hearing date for Ocwen's Motion to Stay and will not impact any other dates or deadlines that have been set by the Court;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED THAT, subject to the Court's approval, the following briefing schedule for Ocwen's Motion to Stay shall apply:

- Plaintiff's deadline to file her response to Ocwen's Motion to Stay shall be extended from December 12, 2014 to January 8, 2015;
- Ocwen's deadline to file its reply in support of its Motion to Stay shall be extended from December 19, 2014 to January 15, 2015; and
- The hearing date on the Motion to Stay, which currently is set to be heard on January 8, 2015, shall be continued to January 29, 2015, or as soon thereafter as the matter may be heard.

DATED: December 8, 2014

**HUNTON & WILLIAMS LLP**

Brian V. Otero  
Stephen Blacklocks  
Ryan A. Becker  
Jason J. Kim

By: /s/ Jason J. Kim

Attorneys for Defendants  
OCWEN LOAN SERVICING LLC  
and LITTON LOAN SERVICING, LP

DATED: December 8, 2014

**HIMMELSTEIN LAW NETWORK**  
Barry R. Himmelstein

By: /s/ Barry R. Himmelstein

Barry R. Himmelstein  
Attorneys for Plaintiff  
MARGO PERRYMAN

**FILER'S ATTESTATION**

I, Jason J. Kim, attest, pursuant to Civil L.R. 5-1(i)(3), that concurrence in the filing of the documents has been obtained from the other signatory to this document.

DATED: December 8, 2014

**HUNTON & WILLIAMS LLP**

Brian V. Otero  
Stephen Blacklocks  
Ryan A. Becker  
Jason J. Kim

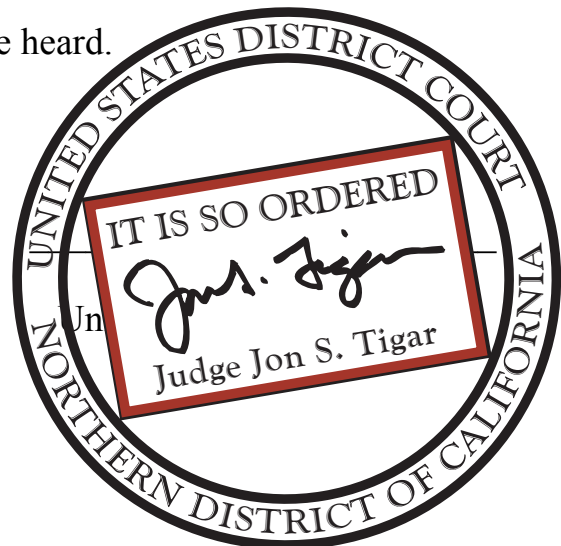
By: /s/ Jason J. Kim

Attorneys for Defendants  
OCWEN LOAN SERVICING LLC  
and LITTON LOAN SERVICING, LP

**PURSUANT TO STIPULATION, IT IS SO ORDERED:**

- Plaintiff's deadline to file her response to Ocwen's Motion to Stay shall be extended from December 12, 2014 to January 8, 2015;
- Ocwen's deadline to file its reply in support of its Motion to Stay shall be extended from December 19, 2014 to January 15, 2015; and
- The hearing date on the Motion to Stay, which currently is set to be heard on January 8, 2015, shall be continued to January 29, 2015, or as soon thereafter as the matter may be heard.

Dated: December 8, 2014



**DECLARATION OF JASON J. KIM**

I, Jason J. Kim, declare as follows:

1. I am an associate with the firm of Hunton & Williams LLP, counsel for Defendant Ocwen Loan Servicing, LLC (“Ocwen”) in this matter. I have personal knowledge of the matters set forth herein, and if called upon to do so, could and would testify competently thereto. I submit this declaration in support of Plaintiff Margo Perryman (“Plaintiff”) and Ocwen’s Further Stipulation Pursuant to Civil L.R. 6-2 to Modify Briefing Schedule on Ocwen’s Motion for Stay as to Claims Against It (the “Stipulation”).

2. As set forth in the Stipulation, Plaintiff and Ocwen have stipulated to the following briefing schedule for Ocwen’s Motion for Stay as to Claims Against It (“Motion to Stay”):

- Plaintiff’s deadline to file her response to Ocwen’s Motion to Stay shall be extended from December 12, 2014 to January 8, 2015;
- Ocwen’s deadline to file its reply in support of its Motion to Stay shall be extended from December 19, 2014 to January 15, 2015; and
- The hearing date on the Motion to Stay, which currently is set to be heard on January 8, 2015, shall be continued to January 29, 2015, or as soon thereafter as the matter may be heard.

3. Plaintiff and Ocwen previously agreed to a briefing schedule that would allow Plaintiff to have access to the settlement agreement in Lee v. Ocwen Loan Servicing, LLC, et al. (S.D. Fla.) for one week before being required to file her opposition to the Motion to Stay. The district court in Lee recently granted the parties’ motion to extend the time to execute the settlement agreement and for Plaintiffs to move for preliminary approval of the settlement until December 18, 2014. The proposed revised briefing schedule would accommodate the parties’ agreement to

1 allow Plaintiff to have access to the Lee settlement agreement before being required to  
2 file her opposition to the Motion to Stay.

3 4. Pursuant to Civil L.R. 6-2(a)(2), I state that Defendants Ocwen, Litton  
4 Loan Servicing, LP and Southwest Business Corporation each have obtained  
5 extensions of time in which to respond to Plaintiff's complaint via stipulation. Docket  
6 Entry Nos. 24, 30, 41. I further state that Defendant Beltline Road Insurance Agency,  
7 Inc. sought and obtained from this Court an order extending the time in which it may  
8 respond to Plaintiff's complaint. Docket Entry Nos. 119, 134. Plaintiff and Ocwen  
9 previously stipulated to an extension of Plaintiff's deadline to file a response to  
10 Ocwen's Motion to Stay from December 5, 2014 to December 12, 2014 and Ocwen's  
11 deadline to file a reply from December 12, 2014 to December 19, 2014 [Docket Entry  
12 No. 136], which was granted by the Court. Docket Entry No. 139.

13 5. Pursuant to Local Rule 6-2(a)(3), the schedule proposed in the  
14 Stipulation will only impact the briefing schedule and hearing date on Ocwen's  
15 Motion to Stay and will not impact other dates or deadlines that have been set by the  
16 Court.

17 I declare under penalty of perjury under the laws of the United States of  
18 America that the foregoing is true and correct.

19 Executed on December 8, 2014, at Los Angeles, California.

20  
21 By: /s/ Jason J. Kim  
22 Jason J. Kim  
23  
24  
25  
26  
27  
28